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OIL AND GAS LEASE

(Paid Up)

THIS AGREEMENT made this 20 day of October, 2010, between Station Venture Operations, LP, Lessor, whose address is 3900 Barnett Street, Fort Worth, Texas 76103 and XTO Energy Inc., a Delaware corporation, whose address is 810 Houston Street, Fort Worth Texas 76102 Lessee, WITNESSETH:

1. Lessor in consideration of Ten Dollars (\$10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting and drilling for and producing oil and gas and related hydrocarbons the following described land in Tarrant County, Texas, to-wit:

26.568 acres, more or less, in the Enoch S. Johnson Survey, Abstract 852, Tract 2A, being more fully described in Volume 11849, Page 1798 of the Official Records, Tarrant County, Texas.

For the purpose of calculating any payments hereinafter provided for this lease is estimated to comprise 26.568 acres, whether it actually comprises more or less. This Lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. If any additional acreage is included in this Lease pursuant to the foregoing sentence, then bonus shall be calculated and paid as to said additional acreage on the same terms as it is calculated and paid for the land specifically described above.

2. Unless sooner terminated and subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas or related hydrocarbons are produced from said land.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which lessee may connect its wells, the twenty-five percent (25%) of all oil and other liquid hydrocarbons (recovered or separated on the leased premises) produced and saved from said land, or from time to time, at the option of lessee, to pay Lessor the same percentage of the market value at the well of such oil and other liquid hydrocarbons as of the day it is run to the pipe line or storage tanks; and (b) to pay Lessor for gas including casinghead gas and other gaseous substances produced from said land and sold or used on or off the premises twenty-five percent (25%) of the market value at the point of sale, use or other disposition of all such gas; provided, however, Lessor's royalty shall bear its proportionate share of all ad valorem taxes and production, severance and other taxes and the actual, reasonable costs (including compression and related fuel charges) paid to or deducted by an unaffiliated third party to transport, compress, stabilize, process or treat the oil, gas and other mineral production off the leased premises in order to make the oil, gas and other mineral production saleable, increase its value or in order to get the oil, gas and other mineral production to a market (even if such costs and expenses are passed through an affiliate of Lessee). The market value of all gas shall be determined at the specified location and by reference to the gross heating value (measured in British thermal units) and quality of the gas. The market value used in the calculation of all royalty under this Lease shall never be less than the total proceeds received by Lessee in connection with the sale, use or other disposition of oil or gas produced or sold from the leased premises. Lessor and Lessee hereby agree that the holding in *Heritage Resources, Inc. v. NationsBank*, 939 S.W.2d 118 (Tex. 1996) shall have no application to the terms of this lease. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land capable of producing gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells. At the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations are completed. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to fifty dollars (\$50.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to Lessor at Lessor's address set out at the commencement of this lease. This lease may not be maintained by the payment of shut-in royalty for more than two (2) consecutive years, or for lesser periods which aggregate five (5) years. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby given the right and power to pool or combine the acreage covered by this lease as to oil or gas, or either of them, with any other land covered by a lease or leases in the immediate vicinity thereof when it is necessary to do so in order to explore or to develop and operate said leased premises in compliance with the rules and regulations of the Railroad Commission of Texas, or other lawful authority having jurisdiction and subject to the limitations of this Section 4. Units pooled for a vertical well shall include no more than forty (40) acres. Units pooled for a horizontal well shall include no more than six hundred forty (640) acres, plus 10 percent tolerance. As used in this lease, the term "horizontal well" means one that meets the definition of a horizontal drainhole well under Statewide Rule 86 of the Texas Railroad Commission, and a "vertical well" is a well that is not a horizontal well. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit, and upon such recordation the unit shall be effective as to all parties. Lessee shall provide Lessor with a copy of all such documents filed with any regulatory authority or recorded in the county records within thirty days of filing such documents. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit that proportion of the total production of unitized minerals from the unit which the number of surface acres in such land covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. Subject to the provisions of this paragraph, units once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph with consequent allocation of production as herein provided. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the lease premises. In the event Lessee shall exercise the right to pool hereunder, Lessee shall include in such unit all of the lands covered by this lease.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land. If,

after the expiration of the primary term of this lease and after oil or gas is produced from said land the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil or gas so long thereafter as oil, gas, or other mineral is produced from said land.

6. Any provision herein to the contrary notwithstanding, at the end of the primary term or at the completion of any well that is drilling at the end of the primary term and is completed after the end of the primary term, if this lease is then being kept in force by commercial production, this lease shall nevertheless terminate and all rights revert to and revest in Lessor as to all depths below 100 feet below the stratigraphic equivalent of the deepest producing formation, and all of such terminated depths covered by this lease shall automatically revert to and revest in Lessor.

7. The drilling of a well or wells within the broad language of this Lease shall not be construed as an agreement or construction on the part of Lessor that such drilling would constitute reasonable development of the leased premises, and Lessee agrees to drill any and all wells on the leased premises, or such portion or portions thereof as may be in force from time to time, as may be necessary to reasonably explore and develop the same for the production of oil and gas. In the event a well or wells producing oil or gas should be brought in on adjacent land, Lessee agrees to drill such offset wells as a reasonable prudent operator would drill under the same or similar circumstances. If oil and/or gas are discovered on the land covered by this Lease, or on land pooled therewith, Lessee agrees to further develop said land covered by this Lease and within the unit as a reasonable prudent operator would under the same or similar circumstances in order to maximize the production from the lease and unit for the mutual benefit of lessor and lessee.

8. Notwithstanding any other section of this lease, Lessor retains, and Lessee waives, any and all rights whatsoever of access to or upon the surface of the leased premises for the exploration, development, production or transportation of the oil or gas thereunder. However, this waiver of surface rights shall not be construed as a waiver of the right of Lessee to exploit, explore for, develop or produce such oil or gas with wells drilled on adjacent lands, including, but not limited to, directional or horizontal wells bottomed beneath or drilled through any part of the leased premises (other than the surface). No well shall be drilled within one hundred (100) feet from Lessor's property line. Lessee shall pay Lessor for all damages and losses to the leased premises caused by operations on adjacent premises for the exploration and production of oil or gas from and under the leased premises.

9. Lessee shall not assign this lease without the prior written consent of Lessor which consent shall not be unreasonably withheld. Upon assignment in whole or in part, the provisions hereof shall extend to the assignor's heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in the ownership of Lessor shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by U.S. mail at Lessee's principal place of business, with a copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach.

10. In the event Lessor considers that any expressed or implied obligations of Lessee are not being complied with, Lessor shall notify Lessee in writing of the facts constituting a breach of this lease and Lessee shall have sixty (60) days after receipt of such notice in which to commence compliance with its obligations hereunder. If such breach is not timely cured and Lessor obtains a final judgment finding that Lessee has breached this lease, then it is agreed that Lessor shall be entitled to a decree providing for cancellation or forfeiture of the lease in the event such breach is not rectified within sixty (60) days from date such decree becomes final.

11. This lease is made without warranty of title, express or implied. Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. It is agreed that if this lease covers a less interest in the oil, gas, and related hydrocarbons in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein.

12. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" shall mean: Any act of God including but not limited to storms, floods, washouts, landslides, and lightning; act of the public enemy; wars, blockades, insurrection or riots; strikes or lockouts; epidemics or quarantine regulations; laws, acts, orders or requests of Federal, State, Municipal or other governments or governmental officers or agents under the color of authority requiring, ordering or directing Lessee to cease drilling, reworking or producing operations; freight embargoes or failures; exhaustion or unavailability or delays in delivery of any product, labor, service or material. The term "force majeure" shall not include lack of markets for production or any other events affecting only the economic or financial aspects of drilling, development or production. For a period of sixty (60) days after termination of an event of force majeure, each and every provision of this Lease that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this Lease shall continue in full force. Notwithstanding any of the above, force majeure shall last no longer than three (3) consecutive years. In order for Lessee to claim the benefit of this paragraph, Lessee must advise Lessor in writing within thirty (30) days of the date Lessee claims any obligation is suspended, setting forth in reasonable detail such facts as Lessee relies upon to make the provisions of this paragraph applicable and Lessee must make every reasonable attempt to cure any force majeure event on an ongoing basis during such period of force majeure.

13. LESSEE, ITS SUCCESSORS AND ASSIGNS, AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE PARTIES HEREIN DESIGNATED LESSOR, AND THE OWNER OF THE SURFACE ESTATE, AND EACH OF THEM, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, FINES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES) RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH OPERATIONS OF OR FOR LESSEE, ITS AGENTS, CONTRACTORS OR SUBCONTRACTORS HEREUNDER.

14. Lessee or the purchaser of oil and/or gas or other products produced from the leased premises will pay to the Lessor the royalties provided for herein within the time provided in Section 91.402 of the Natural Resources Code of the State of Texas and upon failure to pay within the stated time to pay interest thereon as provided in Section 91.403 of the Natural Resources Code of the State of Texas.

15. It is agreed that neither this lease nor any terms or provisions hereof shall be altered, amended, extended or ratified by any division order or transfer order executed by Lessor, its successors, agents or assigns, but that any division orders or transfer orders shall be solely for the purpose of confirming the extent of Lessor's interest in production of oil and gas from said lands. Any amendment, alteration, extension or ratification of this lease or of any term or provision thereof shall be made by an instrument in writing clearly denominated as to its purpose and effect, describing the specific terms or provisions of the lease affected and the proposed change or modification thereof, and executed by the party against whom any such amendment, alteration, extension or ratification is sought to be enforced, and any purported amendment, alteration, extension or ratification not so drafted and executed shall be of no force or effect.

16. Any notice or other communication permitted or required under the terms hereof shall be in writing and, unless otherwise specified, be deemed properly given on the date personally delivered, or on the date postmarked, if mailed, postage prepaid United States Mail, addressed to Lessor or Lessee at the address set forth at the commencement of this lease, or to other such address as may hereafter be designated by either party to the other by notice. Notice given in other manner shall be effective only if and when received.

18. Upon expiration or termination of this lease for any reason as to all or any portion of said lands, Lessee shall be obligated at its expense promptly to prepare, execute and file in the public records in the county in which said lands are located an appropriate release instrument covering all such portions of said lands, and to forward the original recorded release or a certified copy of the release to Lessor.

19. Lessee agrees that it will not enter into any contracts for the sale of production from this Lease which shall extend more than three (3) years from the effective date of such contract, unless such contract has adequate provisions for redetermination of price at least every

three (3) years to assure the production from this Lease is not being sold for less than the then current fair market value of the production being sold.

20. Upon Lessor's written request, Lessee agrees to deliver to Lessor at Lessor's address set forth at the commencement of this Lease, a copy of all forms pertaining to the permitting, drilling, testing, completing, operating and plugging of a well or wells filed with the Railroad Commission of Texas or other body having jurisdiction, a copy of all logs made on each well and a copy of all contracts covering the sale of oil or gas from the leased premises or lands pooled therewith.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

STATION VENTURE OPERATIONS, LP

By: Tom Ehlman

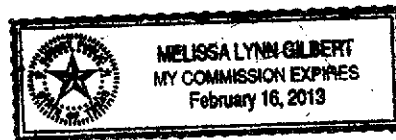
XTO Energy Inc.

By: Edwin S. Ryan, Jr. *nr*
Name: Edwin S. Ryan, Jr.
Title: Sr. Vice President - Land Administration -

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19th day of October, 2010 by Thomas Ehlman of Station Venture Operations, LP.

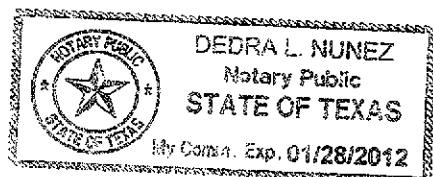
Melissa Lynn Gilbert
Notary Public, State of Texas



STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 29th day of October, 2010, personally appeared Edwin S. Ryan Jr. as Sr. VP Land Admin of XTO Energy Inc., a Delaware corporation, on behalf of the corporation.

Given under my hand and seal the day and year last above written.



Dedra L. Nunez
Notary Public, State of Texas

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